

EXHIBIT B

Participant's Name (please print)

**ADDENDUM**

***** REGISTERED NURSE*****

This Addendum ("Addendum") is attached to and incorporated into the Passport USA Program Agreement and Exhibit(s) ("Agreement") entered into between you ("Healthcare Professional") and Health Carousel, LLC ("Health Carousel").

Healthcare Professional and Health Carousel desire to modify the terms of the Agreement. Capitalized terms used, but not defined herein, have the meaning contained in the Agreement.

The terms of this Addendum supersede any conflicting terms in the Agreement.

1. Under the "Breach Obligations" section of the Agreement, the third paragraph is hereby amended to read in its entirety as follows:

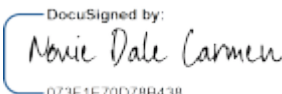
"You and Health Carousel, based upon the foregoing considerations and factors, agree that in the event of your failure to comply with the terms of this Agreement, including but not limited to Early Termination, you shall pay liquidated damages of:

- i. \$1,000 if Early Termination occurs prior to initial filing or re-filing (as the case may be) by Health Carousel for your visa to work in the United States,
- ii. \$10,000 if Early Termination occurs after the initial filing or re-filing (as the case may be) by Health Carousel for your visa to work in the United States but prior to the issuance of your visa,
- iii. \$20,000 if Early Termination occurs after the issuance of your visa but prior to completing Your Commitment Period.

Nothing in this Contract shall be construed to prohibit Health Carousel from pursuing any other appropriate remedy at law or in equity."

IN WITNESS WHEREOF, this Addendum is confirmed and agreed to.

HEALTHCARE PROFESSIONAL


DocuSigned by:

023E1E70D78B438

Signature
Novie Dale Carmen

Printed Name
4/5/2015

Date

HEALTH CAROUSEL, LLC

DocuSigned by:

CA9394C1D4E847E

Health Carousel Representative
Vice President of International Operations

Title
4/6/2015

Date

Participant's Name (please print)



Dear Passport USA Program Participant:

Health Carousel is pleased to present you with this **Passport USA Program Agreement** (the "Agreement"). The Passport USA Program offers selected international healthcare professionals the opportunity for visa sponsorship and employment in the United States.

Prior to the commencement of your program, you will be selected for either the *Passport USA Global Express Program* or *Passport USA Global Direct Program*.

- **Passport USA Global Express Program.** You will be an employee of Health Carousel and assigned to a healthcare facility(ies). As a participant in the Passport USA Global Express Program, you agree to the terms as outlined in Exhibit A (Employment Terms and Policies) hereto attached and made a part of this Agreement.
- or -
- **Passport USA Global Direct Program.** You will be placed at a healthcare facility to work as a direct employee of that facility. As a participant in the Passport USA Global Direct Program, you agree to the terms as outlined in Exhibit B (Placement Terms and Policies) hereto attached and made a part of this Agreement.

The details of your employment in the U.S. and the visa that will be sponsored on your behalf will be confirmed once a specific employment assignment(s) has been finalized in your Assignment Confirmation Letter(s), incorporated herein by reference and made part of this Agreement. Once your Assignment Confirmation Letter(s) has been issued, your program assignment(s) cannot be changed without the written consent of Health Carousel, which consent may be given or withheld in its sole discretion.

Healthcare professionals wishing to enter the Passport USA Program must meet Health Carousel's experience and educational requirements and submit all necessary documentation. This agreement is a legally binding contract that details the specific terms of your program with Health Carousel, LLC. To indicate your acceptance of the terms and conditions contained within, please sign and date the appropriate section on the last page.

HEALTH CAROUSEL'S COMMITMENT TO YOU

Health Carousel wants to help you get a license and visa to work in the United States. Getting the necessary professional license and U.S. visa requires significant effort. As such, Health Carousel will undertake the following actions on your behalf as part of this process:

- **VISA SPONSORSHIP.** Health Carousel or the healthcare Client will sponsor the visa petition with the U.S. government for you, your spouse and children less than 21 years of age (at the time of visa issuance). Health Carousel or the healthcare Client will manage the process and pay application related expenses, filing fees, attorney's fees or other expenses for your initial visa or visa transfer. Health Carousel will pay the attorney's fees for your spouse and any eligible dependants if their visas are filed concurrently with your initial visa. Application related expenses, filing fees or other expenses for your spouse and dependants are your responsibility.
- **EMPLOYMENT ASSIGNMENT(S).** Health Carousel will promote and market you for an assignment(s) with client healthcare facility(ies) ("Client(s)"). The specifics of your assignment(s) (including start date, work hours, pay rate, program type, etc.) will be confirmed in writing via a separate Assignment Confirmation Letter(s).
- **LIAISON CONTACT.** Health Carousel will provide an ongoing point of contact in the U.S. to help you adapt to the work and social environment.

YOUR COMMITMENT TO HEALTH CAROUSEL

Since Health Carousel is going to make a serious commitment to your professional career, we expect that you will make a corresponding commitment to Health Carousel. Getting a U.S. license and visa requires dedication and hard work. Health Carousel needs you to be fully committed and engaged in this process. As such, your commitment includes:

- **LICENSURE, CERTIFICATION, EDUCATION AND TRAINING.** You state that you:
 - Complete and pass all required tests for licensure and/or certification as determined by Health Carousel, or state and federal regulation;



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- Have taken and passed, or will promptly secure, the relevant national board exam and are duly licensed and authorized to practice as a healthcare professional (Registered Nurse, Physical Therapist, Occupational Therapist, Speech Language Pathologist, etc.) in your country of residence and country of education;
 - Have not and will not contract with or benefit from the services of any other employment agency or agent for employment in the U.S. for the duration of this Agreement;
 - Will work with Health Carousel to supply and process all necessary documentation and to complete any remedial coursework in an efficient and timely manner in order to obtain employment and practice as a healthcare professional in the United States;
 - Are currently working in your profession at a healthcare facility; and
 - Will continue to work full-time as a bedside nurse throughout the credentialing and visa process and prior to commencing the Passport USA Program.
- **BASIC REQUIREMENTS.** In order to meet and maintain the basic requirements for your participation in the program, you agree to:
- Complete all required test preparation courses and achieve acceptable scores for applicable predictive assessments and exams for licensure and/or certification as determined by Health Carousel, or state and federal regulations;
 - Meet all requirements for employment as a healthcare professional in the U.S. (including transcript review, credential evaluation, possession of a VisaScreen certification and U.S. visa);
 - Secure (or possess) an applicable, unencumbered license and/or certification as required by the state in which you will work, and a social security number enabling you to work;
 - Pass all background checks, drug tests, and medical examinations as may be required by Health Carousel, Client(s) or a regulatory body;
 - Successfully complete and fulfill all the requirements of Health Carousel's USA Ready program (if applicable);
 - Notify Health Carousel immediately of any medical condition or any change in your state of health which could impact your ability to perform your duties for Health Carousel or the designated Client facility (see Passport USA job description for the general working requirements of applicable position in the United States);
 - Not seek secondary employment without written consent of Health Carousel, whose consent shall be given or withheld in Health Carousel's sole discretion;
 - Learn how to drive a car; secure (or possess) a local driver's license and an international (or U.S.) driver's license;
 - Accept assignment where arranged by Health Carousel; and
 - Begin employment on the date(s) determined by Health Carousel.
- **YOUR COMMITMENT PERIOD.** You agree to work for Health Carousel or its Client(s) for a minimum number of post-orientation months or regular-time work hours as a fully licensed professional as outlined in Exhibit A (Global Express) or Exhibit B (Global Direct), hereto attached and made a part of this Agreement ("Your Commitment Period"). Your Commitment Period begins upon the completion of your orientation at the Client *and* once you are fully licensed. Under certain circumstances, you may begin working at a Client facility (under a temporary or trainee license) prior to becoming fully licensed. You acknowledge that any work conducted prior to completing orientation and securing a permanent, full license shall not count towards Your Commitment Period. If you are unable to maintain full-time continuous employment, the length of Your Commitment Period will be proportionately extended.
- **EXCLUSIVITY.** You acknowledge that Health Carousel will be investing a significant amount of time, effort and money in your licensing and visa processing; and, therefore you agree to not seek sponsorship or accept any employment in the U.S. from another company (without written consent of Health Carousel) until you have fulfilled your obligations under the terms of this Agreement.



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- **USA READY™ PROGRAM AND ACCULTURATION/ACCLIMATION COURSES.** As a condition of your participation in the Passport USA Program, you acknowledge that you must take-part in and successfully complete Health Carousel's USA Ready Program and Acculturation/Acclimation Courses. You acknowledge that the time required to complete the USA Ready Program and Acculturation/Acclimation Courses shall be considered time devoted to the preparation for your participation in the Passport USA Program and your effective performance during your assignment(s); and therefore, you are not entitled to compensation for such time.

GENERAL TERMS

General terms that will apply to our mutual agreement include:

- **TERM.** The term of this Agreement shall commence on the date this Agreement is executed and shall continue until the conclusion of Your Commitment Period and upon the fulfillment of your obligations under the terms of this Agreement, whichever occurs first (the "Initial Term"). After the Initial Term, this Agreement shall automatically renew for one (1) year terms if you and Health Carousel enter into Assignment Confirmation Letter(s) with an assignment end date(s) later than the Initial Term. The Initial Term and all successive renewal periods shall be referred to, collectively, as the "Term."
- **BREACH OBLIGATIONS.**
 - In the event of your failure to comply with the terms and conditions of this Agreement, including but not limited to a failure to appear at the Client's work site or a refusal to accept a specific assignment for which you are clinically qualified and which occurs any time after signing this Agreement (hereinafter referred to as "Early Termination"), you agree that damages sustained by Health Carousel in the event of this Early Termination are impossible, or at least very difficult, to estimate accurately and, for that reason, you agree that the amount is a reasonable forecast of fair compensation for any such breach.
 - You and Health Carousel agree that the factors considered by the parties in determining the amount of liquidated damages include: (i) exam review, testing and travel expenses; (ii) attorney fees, document filing fees and other miscellaneous fees associated with such visa petition; (iii) pre-employment costs and expenses such as those related to cash or salary advances, relocation and housing arrangements; (iv) the loss of placement income that Health Carousel would have received from its Client(s) for the duration of this Agreement as well as other lost income and revenue resulting from your early termination of employment; (v) the substantial amount of time, effort, and cost that Health Carousel likely would incur in order to recruit, hire, train, and develop a replacement employee; and (vi) other factors relating to Health Carousel's goodwill and the relationship between Health Carousel and its Clients.
 - You and Health Carousel, based upon the foregoing considerations and factors, agree that in the event of your failure to comply with the terms and conditions of this Agreement, including but not limited to Early Termination, you shall pay the liquidated damages to be agreed upon and shall be settled amicably by the parties without prejudice of filing the case in the proper court.
- **DRUG TESTING.** You consent to drug testing as required by Client facility(ies) and/or Health Carousel and further authorize disclosure of the test results to Client(s) and to the Medical Review Officer designated by Health Carousel in the event of a positive result. You further indemnify and hold harmless Health Carousel, its subsidiaries and the Client facility(ies) for the consequences of such disclosure. You understand that the test results will be used for determining your eligibility for employment. You understand that you have the right to receive a copy of this authorization and consent disclosure upon request. You may also be subject to and agree to abide by drug testing in accordance with state or federal law.
- **NON-COMPETE / NON-SOLICITATION.** If you fail to comply with the terms and conditions of this Agreement, you may not seek employment with any Client facilities of Health Carousel or its parent, subsidiaries or affiliates or any other healthcare provider within 50 miles of your Client facilities for one year after the event. During the Term of this Agreement and for a period of one (1) year thereafter, you agree to not engage in solicitation of Health Carousel Clients, the recruitment of Health Carousel employees or employees of Health Carousel's parent, subsidiaries or affiliates nor encourage Health Carousel employees not to comply with their agreements with Health Carousel. This paragraph shall survive any termination of this Agreement.
- **DATA PRIVACY.** Health Carousel holds information relating to you and your family members that may be subject to certain privacy laws. You consent to Health Carousel's, including any related entity, processing of personal data for the purposes of the administration and management of your employment or the Company's business.



Passport USA Program Agreement

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- **DISCLOSURES.** You understand and acknowledge that Health Carousel cannot guarantee whether or when you will be issued a visa or be able to lawfully enter the U.S. You understand and acknowledge that Health Carousel cannot guarantee future employment and that specific assignments will be made where and when Health Carousel is able to arrange employment for which you are qualified. You further acknowledge that Health Carousel cannot guarantee a position at your preferred location, wage rate, unit, healthcare facility, or shift.
- **AUTHORIZATION.** Employment opportunities presented by Health Carousel are conditional based upon satisfactory background screening and professional references, successful completion of a physical exam within the 12 month period preceding your employment start date, and other pre-employment requirements (e.g. a forensic drug screen test, acceptable immunological history, ability to perform the duties and functions of your assignment). You authorize (a) the release of information relative to employment history to Health Carousel and to any Client facility where employment may be arranged, (b) verification of the information provided in support of your application for sponsorship and employment, and (c) contact with current and/or past employers and references concerning ability, character and employment record. You release all persons from liability for furnishing said information. Further, you certify that all of the information provided by you to Health Carousel is correct and that any misrepresentation or falsification of fact made as a part of this Agreement may be considered sufficient cause for immediate dismissal from Health Carousel sponsorship and/or employment.
- **GOVERNING LAW, JURISDICTION.** This Agreement, and its validity, interpretation, performance, and enforcement will be governed by the laws of the State of Ohio. The Parties hereto (i) will designate the U.S. District Court for the Southern District of Ohio, or any other court of competent jurisdiction within Hamilton County, Ohio, as the forum where any matters pertaining to this Agreement will be adjudicated, and (ii) hereby consent to the exclusive jurisdiction and venue of any such court selected for the purpose of adjudicating any such matter pertaining to this Agreement.
- **ENTIRE AGREEMENT, COUNTERPARTS.** This Agreement contains the entire Agreement between the Parties and supersedes all prior oral and written Agreements, understandings, commitments, and practices, including all prior employment or professional service agreements whether or not fully performed before the date of this Agreement and including any agreement with Health Carousel regarding the Global Scholarship Alliance program. Any amendment to this Agreement requires written mutual consent of both Parties. Your specific assignment(s) details as outlined in your Assignment Confirmation Letter(s) will be executed as an amendment to this Agreement and the terms, including but not limited to Client facility(ies) and pay rate, incorporated herein. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and in pleading or providing any provision of this Agreement it shall not be necessary to produce more than one of such counterparts.
- **INDEMNIFICATION.** You agree to indemnify, defend and hold harmless Health Carousel, its subsidiaries, officers, directors, employees, agents, Clients and assigns from and against all Claims arising out of or resulting from your participation and performance under this Agreement. "Claim" as used in this Agreement means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable to any prior or current recruitment agency relationship or placement agreement between you and a third party, or attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property including loss of use resulting therefrom. In addition, you hereby agree to voluntarily hold harmless Health Carousel, its subsidiaries, officers, directors, employees, agents, Clients and assigns from any and all Claims, both present and future, that may be made by you, your family, estate, heirs or assigns.
- **HEADINGS.** The headings in this Agreement are inserted for convenience only and will not be used to define, limit or describe the scope of this Agreement or any of the obligations herein.
- **SUCCESSOR BOUND.** This Agreement will be binding upon and shall inure to the benefit of the respective Parties hereto, their executors, successors and assigns. Health Carousel may assign this Agreement, or any of its rights or obligations under this Agreement, without notice to you.
- **SEVERABILITY.** If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.
- **WAIVER.** No delay or omission on the part of Health Carousel to exercise any rights under this Agreement shall constitute a waiver of the right or of any other right. A waiver in one instance shall not constitute a waiver in another instance, whether the circumstances are the same or different.



Passport USA Program Agreement

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- **NOTICES.** Any notice required to be given or otherwise given pursuant to this Agreement will be in writing and will be hand delivered, mailed by certified mail, return receipt requested or sent by recognized overnight courier service to Health Carousel at its then principal place of business or to you at the home address then shown in Health Carousel's files.

SIGNATURES

Please indicate your acceptance of this offer and the associated terms and conditions by signing below. Thank you for choosing to continue your career with Health Carousel. We are proud to have you as a member of our team!

IN WITNESS WHEREOF, the undersigned have executed this Passport USA Program Agreement as of the last date written below.

HEALTHCARE PROFESSIONAL

DocuSigned by:
Novie Dale Carmen

Signature

Novie Dale Carmen

Printed Name

4/5/2015

Date

HEALTH CAROUSEL, LLC

DocuSigned by:
Katie Glaser

Health Carousel Representative

Vice President of International Operations

Title

4/6/2015

Date



Novie Dale Carmen

Participant's Name (please print)

**EXHIBIT A****Passport USA Global Express Program****EMPLOYMENT TERMS AND POLICIES**

***** REGISTERED NURSE*****

This EMPLOYMENT TERMS AND POLICIES for the **Passport USA Global Express Program** is attached to and made a part of the Passport USA Program Agreement.

PROGRAM DESCRIPTION: As a participant in the **Passport USA Global Express Program**, you will be an employee of Health Carousel.

The following outlines the terms of your employment with Health Carousel and assignment(s) with its Client(s). To indicate your acceptance of the terms and conditions contained within, please sign and date the appropriate section on the last page.

- **YOUR COMMITMENT PERIOD.** You agree to work for Health Carousel or its Client(s) for a period of time commencing upon the completion of your orientation at the Client *and* becoming fully licensed and ending upon the later of (i) 36 months or (ii) 6,240 regular-time work hours ("Your Commitment Period").

Under certain circumstances, you may begin working at a Client facility (under a temporary or restricted license) prior to becoming fully licensed. You acknowledge that any work conducted prior to completing orientation and securing a permanent, full license shall not count towards Your Commitment Period. If you are unable to maintain full-time continuous employment, the length of Your Commitment Period will be proportionately extended. Upon completion of Your Commitment Period, you have the option to continue your employment with Health Carousel (if available) or pursue your own career opportunities.

- **YOUR EMPLOYMENT.** The employment relationship between you and Health Carousel will commence on the first day that you formally commence employment at a designated Client facility in the U.S. You acknowledge that you will be performing services away from Health Carousel's offices at Client site(s). Health Carousel will be responsible for statutory payroll tax withholdings and provision of benefits as your employer. You understand that daily duties will be supervised and directed by the Client(s). You agree to provide your services with the highest ethical and professional standards. You agree to comply with the terms, rules, policies and procedures of the Client facility(ies) and Health Carousel (as outlined in the Passport USA Program Handbook and your Assignment Confirmation Letter(s)). Failure to comply with Client(s) and/or Health Carousel policies and procedures may result in disciplinary actions up to and including termination of employment. In the event of said termination, you understand and agree that while wages for hours worked prior to termination will be paid to you, (a) Health Carousel will have no further financial obligation whatsoever to you after such termination and (b) to the extent that housing is provided to you, you agree to give up all rights to occupy said housing and to vacate or quit such premises within forty-eight (48) hours of termination, or if sooner within forty-eight (48) hours of the last shift worked.
- **PERFORMANCE REVIEWS.** You agree to participate in periodic performance reviews with your Health Carousel supervisor. The purpose of the performance reviews is to evaluate your clinical performance, case load and productivity.
- **CAREER PLANNING SESSIONS.** You agree to participate in periodic career planning sessions with your Health Carousel supervisor. The purpose of the career planning sessions is to help you clarify your work concerns or career issues and to review continuing education needs or opportunities.

Health Carousel may terminate your employment for just causes (determined in Health Carousel's sole discretion) at any time without any obligation or liability other than payment of wages at the agreed rate, for services actually rendered, if any. Likewise, you may terminate your employment, with or without cause, at any time without any obligation or liability other than those obligations outlined in this Agreement (including the Breach Obligations). Health Carousel may also terminate your employment at any time, for cause, without notice, if you commit any material act of dishonesty, disclose confidential information, are guilty of gross carelessness or misconduct, unjustifiably neglect your duties under this Agreement, or act in any way that has a direct, substantial, and adverse



Exhibit A – Global Express Employment Terms and Policies

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effect on Health Carousel's reputation, such determination to be made at the sole discretion of Health Carousel. The acceptance of this Agreement does not constitute a contract of employment and no representative of Health Carousel, other than the CEO, has the authority to enter into any agreement of employment for any specific period of time.

- **FLOAT / REASSIGNMENT.** If Health Carousel deems it necessary, Health Carousel may, from time to time, at its sole discretion, reassign you to other Client(s), location(s), unit(s) or shift(s). You agree to float to or be reassigned to multiple Client facilities during your Commitment Period as deemed necessary by Health Carousel.

COMPENSATION AND BENEFITS

At Health Carousel, we believe in compensating our healthcare professionals well for their efforts. Each healthcare professional receives wage rates based on the location of their Client facility(ies) and the appropriate wages for that area. All of our wages are in compliance with United States Department of Labor prevailing wage guidelines. Compensation and benefits that our Global Express employees enjoy include:

- **WAGES.** Health Carousel will pay you an hourly wage rate in accordance with United States Department of Labor prevailing wage guidelines and the premium rate provided by state or federal law for all authorized and properly documented overtime worked for the Client facility(ies). As compensation varies considerably from one region to another, the exact hourly wage rate and overtime premium(s) to be paid will be determined once the specific employment assignment(s) has been finalized in your Assignment Confirmation Letter(s). Your hourly wage will be a combination of a Base Hourly Wage plus a Location Differential. Your Base Hourly Wage rate for hours worked on behalf of the Client(s) under this Agreement is based upon your experience and your occupational specialty. Your Location Differential for hours worked on behalf of the Client(s) under this Agreement is based upon the geographical location of your assignment(s) and the cost of living at that location(s).

The hourly wage rate is an all-inclusive rate for regular time hours. Any additional wage differentials (e.g. evenings, nights, or weekends) that may be paid will be outlined in your Assignment Confirmation Letter(s). Subject to timely receipt of authorized timesheets, Health Carousel will pay your wages weekly in arrears net of applicable taxes and authorized payroll deductions.

- **TIME SHEETS.** Your time sheets will be provided by Health Carousel. You are responsible for properly documenting your hours on your time sheet and getting signatory approval on your time sheet from your supervisor prior to submitting them to Health Carousel's payroll department.
- **HOUSING.** On a temporary basis as specified in your Assignment Confirmation Letter, Health Carousel will provide free, furnished, shared accommodation upon your arrival in the U.S. Health Carousel does not pay for utilities, phone or cable television service. If you require larger housing accommodations for your spouse and/or dependants, Health Carousel can assist you with these arrangements and provide you with an estimate of the additional cost. The additional cost of housing for your spouse and/or dependants is your responsibility.
- **ARRIVAL BONUS.** Health Carousel will provide you with initial cash allowance, household furnishings and supplies, and/or gift certificate for household furnishings and supplies. The arrival bonus will be provided to you upon arrival in the US.
- **RELOCATION ASSISTANCE.** Health Carousel will provide you with a one-way, coach-class airline ticket or mileage reimbursement (as applicable) to your assignment location.
- **INSURANCE.** Health Carousel offers comprehensive group medical and life insurance for its employees as outlined in the Passport USA Program Handbook. Dependant care coverage is available at an additional cost to you. Your benefits package is further described in the New Hire Packet which you will receive prior to commencement of employment. You are subject to terms and conditions of the benefit program. Your medical insurance will likely have deductibles or co-pays that will be your responsibility. As is common with commercial insurance policies in the U.S., Health Carousel reserves the right to modify your benefits program in the future.
- **TIME-OFF.** You will accrue earned time-off during the course of this Agreement at a rate of .057 hours for each regular hour worked. Your earned time-off will begin accruing once you have commenced Your Commitment Period as a fully licensed professional. You can request earned time-off at anytime after completing 1,000 regular work hours post orientation; however, earned time-off cannot be taken until it is accrued. Any time-off must be pre-approved by Health Carousel and the Client facility. The time-off policy is intended to provide employees with the flexibility to meet personal needs while eliminating unnecessary record-keeping. Rather than having separate policies for vacation, sick leave and personal days, Health Carousel combines these into one time-off bank. When an



Exhibit A – Global Express Employment Terms and Policies

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employee needs time away from work because of vacation or illness, or to handle a personal obligation, s/he simply subtracts time from her/his time-off bank.

- **REPATRIATION IN CASE OF DEATH.** In the event of your death during the terms of your employment with Health Carousel, your remains and personal belongings shall be repatriated to the Philippines at the expense of Health Carousel. In case the repatriation of your remains is not possible, the same shall be disposed of upon prior approval of your next of kin and/or by the Philippine Embassy/Consulate nearest to your jobsite.
- **RETURN TRANSPORTATION UPON EARLY TERMINATION.** In the event of early termination of your employment with Health Carousel, you will be provided with a one-way, coach-class airline ticket back to your home country.
- **TAXES.** Some or all of the above listed compensation and benefits may be subject to U.S. federal, state, local, and/or foreign income taxation, and Health Carousel may withhold this tax from your compensation and/or benefits. You acknowledge that you (and not Health Carousel) shall be responsible for your own tax liability that may arise as a result of receiving your compensation and benefits. You are not to construe the contents of this document or any prior or subsequent communications from Health Carousel as accounting, legal or tax advice. You should consult with your own attorney or tax advisor for legal and tax advice about how the compensation and benefits affect your particular tax situation.

SIGNATURES

IN WITNESS WHEREOF, the undersigned have executed this EMPLOYMENT TERMS AND POLICIES for the **PASSPORT USA GLOBAL EXPRESS PROGRAM** as of the last date written below.

HEALTHCARE PROFESSIONAL

DocuSigned by:



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Signature

Novie Dale Carmen

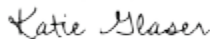
Printed Name

4/5/2015

Date

HEALTH CAROUSEL, LLC

DocuSigned by:



Health Carousel Representative

Vice President of International Operations

Title

4/6/2015

Date



Novie Dale Carmen

Participant's Name (please print)

**EXHIBIT B****Passport USA Global Direct Program****PLACEMENT TERMS AND POLICIES**

***** REGISTERED NURSE*****

This PLACEMENT TERMS AND POLICIES for the **PASSPORT USA GLOBAL DIRECT PROGRAM** is attached to and made a part of the Passport USA™ Program Agreement.

PROGRAM DESCRIPTION: As a participant in the **Passport USA Global Direct Program**, you will be placed at a healthcare facility to work as a direct employee of that facility.

The following outlines the terms of your employment with the healthcare Client. To indicate your acceptance of the terms and conditions contained within, please sign and date the appropriate section on the last page.

TERMS OF EMPLOYMENT

- **YOUR COMMITMENT PERIOD.** You agree to work for Client for a period to time commencing upon the completion of your orientation at the Client and becoming fully licensed and ending upon the later of (i) 36 months or (ii) 6,240 regular-time work hours ("Your Commitment Period"). Under certain circumstances, you may begin working at a Client facility (under a temporary or restricted license) prior to becoming fully licensed. You acknowledge that any work conducted prior to completing orientation and securing a permanent, full license shall not count towards Your Commitment Period. If you are unable to maintain full-time continuous employment, the length of Your Commitment Period will be proportionately extended. Upon completion of Your Commitment Period, you have the option to continue your employment with Health Carousel (if available) or pursue your own career opportunities.
- **YOUR EMPLOYMENT.** You acknowledge that you are an employee of the Client. The Client is the employer of record and retains control over your recruitment, selection and hiring, training, management and clinical supervision, evaluation and termination. The Client will be responsible for statutory payroll tax withholdings and provision of benefits as your employer. Health Carousel is responsible for the coordination and administration of the program on behalf of the Client and is not in any way to be construed as your employer.
- **STANDARD OF CONDUCT.** You agree to provide your services with the highest ethical and professional standards. You agree to comply with the terms, rules, policies and procedures of the Client facility and Health Carousel.

COMPENSATION AND BENEFITS

At Health Carousel, we believe that you should be compensated well for your efforts. Each healthcare professional receives wage rates based on the location of their Client facility and the appropriate wages for that area. All wages are in compliance with United States Department of Labor prevailing wage guidelines. Your compensation and benefits will be outlined in your offer letter from the healthcare Client but will generally include:

- **WAGES.** Health Carousel's healthcare Clients pay competitive wage rates, usually including shift differentials for nights, weekends and/or holidays. Wage rates and shift differential policies will vary amongst healthcare Clients. Your offer letter from the healthcare Client will outline your specific wage.
- **HOUSING.** Your temporary housing (if any) is provided by the healthcare Client. Temporary housing arrangements will vary amongst healthcare Clients. Your offer letter from the healthcare Client will outline your specific housing arrangements. If you require larger housing accommodations for your spouse and/or dependants, the additional cost of housing for your spouse and/or dependants is your responsibility.
- **RELOCATION ASSISTANCE.** Health Carousel or the healthcare Client will provide you with a one-way, coach-class airline ticket to your assignment location.



Exhibit B – Global Direct Employment Terms and Policies

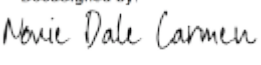
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- **ARRIVAL BONUS.** Your arrival bonus (if any) is provided by the healthcare Client upon your arrival in the US. The arrival bonus amounts will vary amongst healthcare Clients. Your offer letter from the healthcare Client will outline your arrival bonus amount. Arrival bonuses are generally provided in the form of an initial cash allowance, household furnishings and supplies, and/or gift certificate for household furnishings and supplies
- **INSURANCE.** Your health insurance program will be provided by the healthcare Client. Dependant care coverage is generally available at an additional cost to you. Your benefits package is further described in the new hire packet which you will receive from the healthcare Client prior to commencement of employment. Your medical insurance will likely have deductibles or co-pays that will be your responsibility.
- **PAID TIME OFF.** You will be eligible for paid time off in accordance with the healthcare Client's policy.

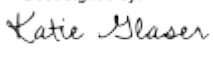
SIGNATURES

Please indicate your acceptance of the terms and conditions of this **PLACEMENT TERMS AND POLICIES** for the **PASSPORT USA GLOBAL DIRECT PROGRAM** by signing below.

HEALTHCARE PROFESSIONAL

DocuSigned by:

073F1E70D788438
Signature
Novie Dale Carmen 4/5/2015
Printed Name Date

HEALTH CAROUSEL, LLC

DocuSigned by:

C45394C1D48847E
Signature
Katie Glaser 4/6/2015
Printed Name Date



Novie Dale Carmen

Participant's Name (please print)



CREDENTIAL PROCESSING TERM SHEET

***** REGISTERED NURSE*****

The following outlines the terms of your credential processing for the Passport USA Program. To indicate your acceptance of the terms and conditions contained within, please sign and date the appropriate section at the bottom of this page.

- **BASIC REQUIREMENTS.** You must satisfy and maintain all of the conditions contained below in order to remain eligible to receive credential processing assistance.
 - Complete all required test preparation courses and achieve acceptable scores for applicable predictive assessments and exams (such as English proficiency exam, NCLEX, etc.) as determined by Health Carousel, or state and federal regulations;
 - Meet all requirements for employment as a healthcare professional in the U.S. (including transcript review, credential evaluation, possession of a VisaScreen certification and U.S. visa);
 - Must maintain your RN licensure and visascreen throughout the course of your visa application. You are responsible for the cost of renewing your RN license and visascreen;
 - Must continue to work as a bedside nurse throughout the course of your visa application;
 - Pass all background checks, drug tests, and medical examinations as may be required by Health Carousel, Client(s) or a regulatory body; and
 - Remain in good standing with Health Carousel.
- **QUALIFIED EXPENSE ITEMS.** Shown below are the qualified expense categories that are available for reimbursement.

| Item | Reimbursed Expense |
|--|--------------------|
| NCLEX Test | * |
| English Proficiency Exam (IELTS) | * |
| VisaScreen (only one application or one renewal) | * |
| US Professional License* (renewal and endorsement) | * |

* The state(s) for which Health Carousel will pay/reimburse to have you credentialed shall be chosen by Health Carousel.

Additional Terms: _____

Expenses shall be limited to the actual registration or application fees only. Travel expenses are not reimbursed. Only those fees and costs which you can prove were born directly by you will be reimbursed. Fees or costs incurred directly or indirectly by a third party shall not be reimbursed.

- **REIMBURSEMENT PAYMENT TERMS.** You will be reimbursed for actual expenses up to the maximum. You will receive reimbursement for fully documented expenses of 50% upon issuance of your visa prior to departing for the US and 50% upon completion of 90 days of employment in the US. All reimbursements must be accompanied by original receipts or supporting documentation from third parties. Failure to provide such may result in denial of reimbursement. Any non-US Dollar expenses and/or receipts will be converted into US Dollars at the then prevailing exchange rate. If Health Carousel has already directly paid for any of the reimbursable items or paid you a prequalification bonus, you are not eligible for additional reimbursement. Submitting fraudulent receipts or falsifying your expense report will forfeit your right to receive reimbursement for any and all expenses.



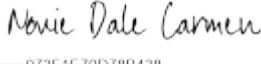
Credential Processing Term Sheet

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- **EXAM RETAKES.** If you fail to achieve a passing score on the required English, licensure and/or certification examinations, the Company will require you to re-take the exam and require you to pay for all expenses incurred in re-taking the examination.

IN WITNESS WHEREOF, the undersigned have executed this Credential Processing Term Sheet as of the last date written below.

HEALTHCARE PROFESSIONAL

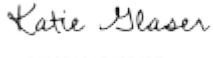
DocuSigned by:

073F1E79D78B438
Signature
Novie Dale Carmen 4/5/2015
Printed Name Date

HEALTH CAROUSEL PHILLIPPINES

DocuSigned by:

EDC555761329489
Signature
Connie Dela Cruz 10/20/2015
Printed Name Date

If any "Additional Terms" are indicated above, this document must be confirmed by Health Carousel, LLC.

Confirmed by HEALTH CAROUSEL, LLC:


C8B394C1D46847E
Signature
Katie Glaser 4/6/2015
Printed Name Date

